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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(CRL) 3009/2024**

RIMA KUMARI & ANR.

.....Petitioners

Through: Mr. Dikshant Khanna, Adv. with
petitioner

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Sanjay Lao, Standing Counsel for
State with SI Mamta and H.C.
Manjeet Singh, PS Dwarka Sec 23
Respondent No.2 in person through
VC

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

25.10.2024

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1. The present petition has been filed for quashing FIR No. 80093982/2024 dated 26.08.2024 registered at e-Police Station, Dwarka, Sector - 23, New Delhi, under Sections 305 of the BNS, 2023.
2. Brief facts of the case are that Petitioner no. 1 was working as a housemaid at the residence of Respondent no. 2. During her employment, Petitioner no. 1 allegedly stole certain articles and cash. Accordingly the present FIR was registered.
3. Learned counsel for the petitioners submit that during the pendency of the proceedings, the parties have amicably settled their disputes and settlement agreement dated 23.09.2024 was entered into between the parties on the following terms and conditions;

Payment: Party No. 1 and Party No. 2 shall pay a total sum of



{50,000/- (Rupees Fifty Thousand only) to Party No. 3 as full and final settlement. This amount has been duly paid by Party no. 1 & 2 and received by Party Today. i.e. on 23.09.2024.

Withdrawal of FIR

Upon receipt of the full settlement amount, Party No. 3 agrees to cooperate with Party No. 1 and Party No. 2 in filing the necessary applications for the withdrawal or quashing of FIR No. 80093982, registered with Police Station Sector 23, Dwarka.

No Further Claims

Upon settlement of the amount and withdrawal of the FIR, Party No. 1 and Party No. 2 shall have no further claims against Party No. 3, and likewise, Party No. 3 shall have no further claims against Party No. 1 and Party No. 2 regarding the dispute arising from the incidents mentioned in this Agreement.

Mutual Undertakings:

- 1. Party No. 1 and Party No. 2 undertake not to file any false or frivolous complaints or legal actions against Party No. 3 or any of her family members.*
- 2. Party no. 1 and 2 shall also withdraw any/every complaint(if any, currently not in the knowledge of the Party no. 3) they have filed against the Party no. 3 or any of her family members.*
- 3. All parties agree to part ways peacefully and maintain mutual respect, refraining from any actions that may harm the other party in the future.*

Full and Final Settlement

This Agreement constitutes a full and final settlement of all claims, complaints, disputes, and demands arising out of or in connection with the incidents leading to the filing of the FIR No. party shall be entitled to raise any further disputes or legal actions regarding this matter once the settlement is complete.

MISCELLANEOUS

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India.

Severability: If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

Entire Agreement: This Agreement constitutes the entire



understanding between the parties and supersedes any prior agreements, understandings, or discussions, whether oral or written, concerning the subject matter hereof.

This agreement consists of a total of 5 pages each of which is duly signed by all the parties herein.

Binding Effect: This Agreement is binding on the parties and their respective heirs, legal representatives, and successors.

4. The Learned ASC has filed a detailed status report. However the same is not on record. Let the same be brought on the record.
5. Learned ASC has handed over a copy of the status report. It has been stated that neither of the petitioners has any prior criminal record. Petitioner Rima and her husband have been residing in Delhi for the past 4-5 years and have a permanent address at Ward No. 13, Line Par, Village Julana, Jind, Haryana.
6. The report further mentions that, during the investigation, the statement of Vipin Mishra was recorded. Rima had previously worked for Vipin Mishra for two years as a housemaid, from 2021 to 2023. Vipin Mishra stated that during her employment, there were no incidents of theft, and her conduct was very good.
7. Additionally, the statement of Bijender Singh was also recorded. Bijender Singh, the landlord of Rima Kumari and her husband, confirmed that they have been living as tenants with his family for 2-3 years. He confirmed the good behavior of both Rima Kumari and her husband, Rajat, and stated that he had received no complaints of theft against them.



8. It has repeatedly been held by the Courts that if the dispute is predominately private in nature and parties have entered into the settlement at their own free will, the quashing of the proceedings may be done. However, the Courts have to satisfy themselves that the settlement so entered into is within the four corners of the law.
9. Respondent no. 2 has appeared through VC and has duly been identified by the IO. She has stated that she has agreed to settle the matter with the petitioners on humanitarian grounds. The settlement agreement has been entered into voluntarily without any fear, force, threat, influence or coercion.
10. Taking into account the totality of facts and circumstances, this court believes that the act the continuation of the criminal proceedings would be an exercise in futility and it is an abuse of the process of the court.
11. Accordingly, FIR No. 80093982/2024 dated 26.08.2024 registered at e-Police Station, Dwarka, Sector - 23, New Delhi, under Sections 305 of the BNS, 2023 and all the proceedings emanating therefrom are quashed.
12. The petition along with pending application stands disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 25, 2024

Pallavi/smg